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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

FIRST SOUTHWEST FINANCIAL  
SERVICES, LLC,

Plaintiff,

v. 4:12-cv-260

DENNIS WATERS CONSTRUCTION,  
LLC, and DENNIS A. WATERS,

Defendants.

**ORDER**

Before the Court is First Southwest Financial Services' ("FSFS") Motion for Default Judgment and Writ of Possession. ECF No. 14. For the following reasons, the Court **GRANTS** the motion.

On January 30, 2009, Dennis Waters Construction executed a loan agreement with First National Bank. *See* ECF No. 1-1 at 1. Fourteen pieces of construction machinery secured the promissory note associated with that agreement. ECF No. 1-1 at 5. Dennis Waters also personally guaranteed the loan. *Id.* at 7. Waters Construction and Dennis Waters defaulted on the loan and guaranty in May 2010. ECF No. 1 at 3.

One month later, First National Bank failed and the Georgia Office of the Controller of the Currency appointed the FDIC as receiver. *Id.* The FDIC notified both Defendants of their default in August 2012. ECF No. 1-1 at 10. Defendants failed to pay off the loan in full within ten days of that notice. ECF No. 1 at 3.

On October 17, 2012, the FDIC filed this action against Defendants. *Id.* at 1. The U.S. Marshal served Defendants on October 30, 2012. *See* ECF Nos. 6; 7. To date, neither Defendant has answered, "requested an extension of time, or made any attempt to contact the Plaintiff." ECF No. 14 at 2.

The FDIC transferred Defendants' loan to FSFS in December 2012. *Id.* FSFS then moved for entry of default, which the Clerk properly granted. ECF Nos. 12; 13. FSFS now asks the Court to enter a default judgment.

Federal Rule of Civil Procedure 55 allows the Court to enter a default judgment against a party who was properly served and failed to answer. Although the Court may conduct evidentiary proceedings to determine the amount of damages owed, such a hearing is not necessary where, like here, the damages are for a sum certain or amount easily computed, and the evidence of damages is present in the record.

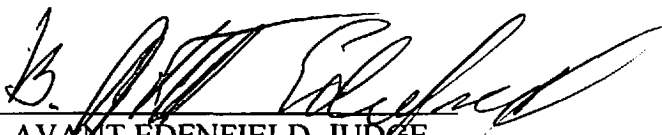
FSFS's complaint, the loan agreement, and the guaranty unambiguously demonstrate that Waters Construction and Dennis Waters breached the loan agreement and guaranty respectively. FSFS also submits an affidavit from Nakeisha Armijo, a legal loan support employee for FSFS, showing the amounts Defendants owe on the loan principal, as well as accrued interest. ECF No. 14-1 at 1.

Upon review of the loan agreement and the Armijo affidavit, the Court **GRANTS** FSFS's motion for default judgment and awards FSFS the following amounts as damages:

1. \$548,102.77, representing the outstanding principal balance of the promissory note;
2. \$190,739.76 in accrued interest as of February 26, 2013;
3. \$243.60 in interest to accrue daily from February 27, 2013 until the day of judgment;
4. Post judgment interest at the contract rate of 16% per year;
5. Attorney's fees in the amount of \$110,826.38 pursuant to the terms of the note, the guaranty, and O.C.G.A. § 13-1-11(a); and
6. Service costs in the amount of \$157.30.

The Clerk is **ORDERED** to enter judgment accordingly in favor of FSFS and against Waters Construction and Dennis Waters.

This 27 day of March 2013.

  
B. AVANT EDENFIELD, JUDGE  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA